



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Consider options regarding the reopening and operation of Lodi Skate Park and take appropriate action

**MEETING DATE:** October 20, 2004

**PREPARED BY:** Parks and Recreation Director

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**RECOMMENDED ACTION:** That the City Council consider the options described by the Parks and Recreation Department staff relative to the re-opening and operation of Lodi Skate Park, and take appropriate action.

**BACKGROUND INFORMATION:** The Lodi Skate Park opened in August 2002, and operated under the management and supervision of Spohn Ranch, Inc. until December 2003. During a June 2003 shirtsleeve session, Spohn Ranch representatives requested a subsidy from the City that would enable them to continue management of the park. The request was formally taken to Council for action at the November 5, 2003, Council meeting during which the subsidy was denied and Parks and Recreation staff was given direction to explore the potential of a City-operated skate park.

On June 2, 2004, Ordinance No. 1748 (Exhibit A) was introduced amending Lodi Municipal Code Chapter 12.12 – Parks. The amendment added Article IV “Skate Parks”, relating to skate park regulations. Council adopted the amended Ordinance on June 16, 2004, giving the City Parks and Recreation Department the authorization to begin laying the groundwork to reopen the park on a “no fee, skate at your own risk” basis with no supervision.

Since the June 2004 meeting, both Parks and Recreation staff and the City’s Risk Manager have been diligently attempting to put all the necessary pieces together to reopen the park. Parks and Recreation staff has been working with the City Attorney’s office in drafting appropriate language for the required signage to be posted in the park. Staff has also been working on a remedy to attenuate the noise associated with the ramps – one that does not involve modifying existing equipment that, in the opinion of those who deal with skate park and playground equipment, would exacerbate the City’s insurance risks. We have intentionally not begun the work, pending Council decision on the status of the park.

In recent weeks, we coincidentally discovered that one of our playground equipment reps, Hal Higgins of Game Time Play Equipment, also represents the equipment used by Spohn Ranch in its skate parks. Mr. Higgins volunteered to perform an inspection of the Lodi Skate Park equipment, which was done on October 6, 2004. Hal indicated the following items need to be addressed before allowing activity in the facility:

1. Spohn Ranch shall supply the City of Lodi one (1) maintenance kit for the on-site equipment.
2. Approximately 50 to 60 bolts need to be replaced.

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APPROVED:

  
Janet S. Keeter, Interim City Manager

3. Six (6) panels of the SkateLite material on which the skaters actually skate need to be replaced to address both large cracks and/or broken edges on the panels.
4. Five (5) panels of the hard plastic applied beneath the SkateLite material should be replaced due to excessive cracking. This task is secondary to that of Task #3 above, and could be delayed to a later date, according to Mr. Higgins.

Mr. Higgins was reluctant to provide a cost estimate based upon his findings alone. He will be forwarding the data recorded to Spohn Ranch and request a cost estimate for any and all materials needed. Mr. Higgins indicated that it would probably be a couple of weeks before we receive a quote, due to the fact that Spohn Ranch representatives will be away from their office attending a conference.

As previously indicated, Risk Manager Kirk Evans has been attempting to secure insurance coverage that would cover City losses up to \$500,000 – the self-insured retention required under the California Joint Powers Risk Management Authority ("CJPRMA") to which the City of Lodi belongs. As of this writing, application packets have been submitted to Sacramento brokerage firm, Roberts and Associates, and to an Oklahoma carrier, Robert C. Bates Agency. Both applications are still pending and premium costs have not yet been determined.

Considering the background information provided and according to direction given by Council at the September 28, 2004, Shirtsleeve Session, staff is offering the following skate park reopening options for Council consideration:

1. Do nothing until "secondary" or "gap" **liability insurance policy** is provided.
2. Close, dismantle and sell skate park equipment and apparatus. Convert existing cement pad to another needed and viable Parks and Recreation use. (Staff is not recommending this option)
3. Reopen Lodi Skate Park with the City assuming 100% of the \$500,000 self-insured retention risk under the CJPRMA policy.
4. Reopen Park with the City assuming 100% of the \$500,000 self-insured retention risk until a "secondary" or "gap" policy is put in place.
5. Contract with an independent firm, business or agency (i.e. Spohn Ranch, etc.) to operate, maintain and manage the Park as before.

Staff is conscientiously aware of the benefits of providing a quality skate park to the residents of this community and is anxious to reopen the park. However, considering the fact that many issues are still open-ended (i.e. insurance, operations and maintenance costs), staff is reluctant to offer a recommendation (Exception: Option 2 above) at this time. The Parks and Recreation Department is prepared, however, to follow the direction of Council.

**FUNDING:** Undetermined at this time

  
Tony Goehring  
Parks and Recreation Director

Attachment: Exhibit A

cc: City Attorney

**NOTICE OF REASSIGNMENT OF SECTION  
NUMBERS CONTAINED IN ORDINANCE NO. 1748**

Please take notice that Ordinance No. 1748 of the Lodi Municipal Code adopted June 16, 2004, contained erroneous section numbers. Therefore Article IV, Skate Parks, Section numbers 12.12.300, 12.12.310 and 12.12.320 have now been changed to Article V, Sections 12.12.410, 12.12.420 and 12.12.430. Ordinance No. 1748 shall be republished one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect thirty days from and after its original passage and approval date.

Ordinance No. 1748 now reads as follows:

ORDINANCE NO. 1748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
LODI AMENDING LODI MUNICIPAL CODE CHAPTER 12.12 –  
PARKS – BY ADDING ARTICLE V, "SKATE PARKS," RELATING  
TO SKATE PARK REGULATIONS

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 12.12 "Parks" is hereby amended by adding Article V, Skate Parks, and shall read as follows:

Article V. Skate Parks

12.12.410 Skateboarding, Rollerskating prohibited in Certain Areas; Skate Park Regulations

- A. Skateboarding, rollerskating, in-line skating, and similar activities are prohibited in City Parks and recreational facilities unless specifically authorized in areas designed by this Section and as further designated by resolution of the City Council. The City of Lodi designates and maintains as a skate park facility, that area located within Kofu Park at 1145 South Ham Lane at Cardinal Street. The boundaries of the skate facility shall be defined by a fence and the signs required by this section.

12.12.420 The following regulations shall apply to the riding of skateboards, in-line skates, or roller skates at, or any other use of, any facility or park owned or operated by the City of Lodi, which has been designated a skate park:

- A. Within the skate park, it shall be unlawful for any person to:
- (1) Ride, operate, or use a skateboard, roller skates, or in-line skates, unless that person is wearing a helmet designed for skateboarding and/or in-line skating use with a chin strap, elbow pads designed for skateboard and/or in-line skating use with plastic elbow caps, and knee pads designed for skateboard and/or in-line skating use with plastic knee caps, which equipment shall be in good repair at all times during use;

- (2) Ride, operate, utilize a skateboard, roller skates, or in-line skates unless such equipment is in good repair at all times during use;
- (3) Be on or use an individual apparatus within the skate park while another person is using it;
- (4) Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park;
- (5) Use the skate park amenities when the surfaces of the amenities are wet or other conditions exist which would adversely affect the safety of skateboarders or skaters;
- (6) Use, operate, or possess any source of amplified music including but not limited to stereo's, boom boxes, and amplifiers.
- (7) Enter the skate park unless actively skateboarding or in-line skating in accordance with these regulations;
- (8) Use, consume, or have within his or her custody or control, food or beverages, within the skate park;
- (9) Use, consume, or have within his or her custody or control, alcohol, tobacco products, or illegal drugs within the skate park;
- (10) Enter upon the skate park while under the influence of alcoholic beverages or illegal drugs;
- (11) Use or possess glass containers, bottles, or other breakable glass products within the skate park;
- (12) Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any activity which could endanger the safety of persons using the skate park or spectators;
- (13) Engage in graffiti, tagging, or other defacing of City property or the properties of others;
- (14) Ride, operate, or utilize any device other than a skateboard, roller skates, or in-line skates (prohibited devices include, but are not limited to, bicycles, motor vehicles, motorized skateboards, and motorized skates) on the skate park;
- (15) No person shall enter or remain in or upon the skate park premises: 1) while closed, as determined by the Parks and Recreation Department, or 2) between the hours of 9:00 P.M. and 10:00 A.M.

B. The skate park shall be posted with signs at the following locations:

- (1) At the entrance to the skate Park; and

- (2) On the fences of the skate park, facing the interior of the skate park, and in such places inside the park as determined by the City. The signs shall not be less than 2 feet by 3 feet in size and shall use black letters on a white background. The signs may, but shall not be required to, summarize the regulations governing the use of the skate facility. Each sign shall contain, in letters not less than ½ inch in height, the following language:

WARNING

SKATEBOARDING AND IN-LINE SKATING ARE HAZARDOUS RECREATION ACTIVITIES. USE OF THIS FACILITY MAY RESULT IN SERIOUS INJURIES OR DEATH. THE CITY OF LODI DOES NOT ASSUME ANY RESPONSIBILITY FOR INJURIES OR DEATH. EACH PERSON ENTERING THE FACILITY ASSUMES ALL RISK OF INJURY OR DEATH. CALIFORNIA HEALTH AND SAFETY CODE §§115800 AND 115800.1.

IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE A SKATEBOARD OR IN-LINE SKATES UNLESS THE PERSON IS WEARING A HELMET DESIGNED FOR SKATEBOARD USE AND/OR IN-LINE SKATING WITH A CHIN STRAP, ELBOW PADS DESIGNED FOR SKATEBOARD AND/OR IN-LINES SKATING USE WITH PLASTIC ELBOW CAPS AND KNEE PADS DESIGNED FOR SKATEBOARD AND/OR IN-LINE SKATING USE WITH PLASTIC KNEE CAPS, WHICH EQUIPMENT SHALL BE IN GOOD REPAIR AT ALL TIMES DURING USE. IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE ANY DEVICE OTHER THAN NON-MOTORIZED SKATE BOARDS AND NON-MOTORIZED SKATES. IT IS UNLAWFUL FOR ANY PERSON TO PROVIDE AMPLIFIED MUSIC WITHIN THE SKATE PARK. ANY PERSON FAILING TO COMPLY WITH THIS SECTION SHALL BE SUBJECT TO CITATIONS AND PENALTIES PURSUANT TO LODI MUNICIPAL CODE SECTION 1.08.010.

12.12.430 Violations

- A. Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this Chapter shall be prosecuted as a misdemeanor for violations of 12.12.420 A (9) and A (15) or an infraction for violations of 12.12.420 A (1) through A (8) and A (10) through A (14) as provided in Section 1.08.010 of this Code.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other

provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect thirty days from and after its passage and approval.

Approved this 16<sup>th</sup> day of June, 2004

  
JOHN BECKMAN  
Mayor Pro Tempore

Attest:

  
SUSAN J. BLACKSTON  
City Clerk  
=====

State of California  
County of San Joaquin, ss.

I, Susan J. Blackston, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1748 was introduced at a regular meeting of the City Council of the City of Lodi held June 2, 2004, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held June 16, 2004, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Howard, and Land  
NOES: COUNCIL MEMBERS – None  
ABSENT: COUNCIL MEMBERS – Mayor Hansen  
ABSTAIN: COUNCIL MEMBERS – None

I further certify that Ordinance No. 1748 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

  
SUSAN J. BLACKSTON  
City Clerk

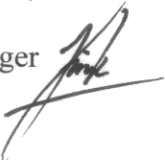
Approved as to Form:

  
D. STEPHEN SCHWABAUER  
Interim City Attorney

# Memorandum

City of Lodi Human Resources Department

**TO:** Honorable Mayor and City Council Members

**FROM:** Kirk Evans, Risk Manager 

**DATE:** October 19<sup>th</sup>, 2004

**SUBJECT:** Skate Park Insurance

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I am very pleased to report that an insurance policy has been found to provide coverage for the City's Skate Park.

A Sacramento broker, Roberts & Associates Insurance Services, Inc., has located a policy for our Skate Park through the American Alternative Insurance Corp. They have an A.M. Best rating of A+ (Superior).

This is a new policy that is unrelated to the insurance offered by the Oklahoma broker I described to you on September 28. Although waiver forms are recommended, the broker has guaranteed that they are not required by this particular policy.

The annual premium for this policy is \$6,000. Coverage afforded is \$1,000,000 each occurrence – this covers the City's \$500,000 self-insured retention (deductible) through the California Joint Powers Risk Management Authority (CJPRMA), except for the very first \$500. I have asked if a policy with less than a \$1,000,000 limit might be available at a lower cost. The broker indicates that \$1,000,000 is the lowest limit available. As I indicated earlier, CJPRMA will provide coverage well above this amount.

Should City Council decide to proceed with the opening of the Skate Park, coverage can be put in place quickly – it can be bound the same day as Roberts & Associates receives the premium payment.

October 15, 2004

Fax  Pages To: 209-333-6816

GENERAL LIABILITY/ ACCIDENT INSURANCE '04 - 05'

## **Insurance Proposal**

Prepared For:

**Kirk Evons**

**City Of Lodi**

Proposed By:

**Michael Aberle**

**Roberts & Associates Insurance Services, Inc.**

**2321 P Street Sacramento, CA 95816**

**Pager 800-617-5273 6am - 11pm**

**Phone 800-749-2501**

**Fax 800-472-7643**

**Call Roberts & Associates for all your insurance needs!  
General Liability, Work Comp, Auto, Property, Bonds and more!**

License#OC73904



City Of Lodi

## ***Insurance Carrier:***

### ***"A" Rated California Admitted***

Liability – American Alternative Insurance co.

Accident – American Sentinel Insurance co

### **Commercial General Liability**

Policy Form: Occurrence Form

#### **Limits of Liability:**

General Aggregate:	\$ 2,000,000
Products & Completed Operations:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury:	\$ 1,000,000
Fire Legal Liability:	\$ 300,000
Property Damage/Bodily Injury Deductible:	\$ 0
Accidental Death And Dismemberment:	\$ 10,000
Excess Medical And Dental Expense( maximum per claim)	\$ 10,000
Deductible:	\$ 1,000

**CERTIFICATES, WITH EQUAL OR HIGHER LIMITS, MUST BE OBTAINED FROM SUBS, NAMING YOU ADDITIONALLY INSURED IN ORDER FOR COVERAGE TO BE AFFORDED.**

**Standard Additional Insureds: For Blanket Additional Insureds Call for Pricing.**

**Special Wording, Call for Pricing**

**Evidence of Insurance Certificates: No Charge, Unlimited issuance.**

**Business Auto: Not Covered**

**Equipment and Tools: Not Covered**

**Please contact Roberts & Associates to request coverage "Not Covered"**

Applicant's Signature: X Date: \_\_\_\_\_  
I am requesting the coverage listed above.

License#OC73904

City Of Lodi  
**Premium Summary**

General Liability: \$6,000.00

**Total Annual Premium: \$6,000.00** If paid in full, no finance  
Charges

**Make deposit payable to Roberts & Associates  
Deposit is Non Refundable.**

~~All pricing and availability is subject to underwriter approval~~

Applicants Signature: X \_\_\_\_\_ Date: \_\_\_\_\_  
I am requesting the coverage listed above.

License #OC73904



**CITY SECURITIES**  
CORPORATION

The City Listens.

citysecurities.com

COMMERCIAL INSURANCE QUOTATION/OCTOBER 20, 2004

NAMED INSURED: City Of Lodi Skate Park c/o Michael Aberle F/(800)472-7643

INSURANCE COMPANY: Accident)American Sentinel Insurance Company(A)  
Liability)American Alternative Insurance Corp(A+)

(NOTICE: Issued through Sports & Recreation Provider Association Purchasing Group; your risk is not protected by the state insurance insolvency fund, and the insurer or the the risk retention group from which your purchasing group obtained its insurance may not be subject to all state insurance laws, rules.)

POLICY PERIOD: Scheduled-Submitted/November 1, 2004 - 2005/ANNUAL Policy Term

ACTIVITY/LOCATION: Scheduled-Submitted/Skate Park Operations-Activities ONLY

COMMERCIAL GENERAL LIABILITY INSURANCE (Requires Accident Coverage)

General Aggregate Limit(Other Than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Legal Limit	\$ 100,000
Medical Payments	\$ 5,000
Deductible	\$ 500
<u>PARTICIPANT ACCIDENT INSURANCE</u>	(\$ 1,000)

Accidental Death and Dismemberment	\$ 10,000
EXCESS Medical and Dental Expense (Maximum Per Claim)	\$ 10,000
Deductible (Per Claim)	\$ 1,000

PAYMENT TERMS: Insurance can be bound by WRITTEN QUOTATION ACCEPTANCE AND \$4,000 ANNUAL POLICY COST PAYMENT(\$450 MINIMUM, EARNED PREMIUM) payable to City.

COVERAGE COMMENTS/CONDITIONS: 1)Skate Park ONLY, commercial general liability/accident insurance quotation ONLY(NOT worker compensation, property, interruption, automobile liability, cancellation nor other insurance/operation(other insurance/operation available by application/quotation); 2)accident insurance eligibility includes participants; 3)liability insurance includes participant legal liability and excludes abuse & molestation, assault & battery, asbestos, nuclear energy, total fireworks & pyrotechnics, employment-related practices, collapse of temporary structures, broad form securities, stunt activities, use of trampolines, cheerleading pyramids; war & terrorism; total pollution; whitewater rafting; bungee jumping; mountain/rock climbing; motorsports; lead liability; professional liability; athletic equipment manufacturing/sale/distribution, sauna/tanning devices/usage, polo, skin/scuba diving; squash; rodeo/equestrian-related sports, waterslides, ballooning; parachute jumping; luge; tobogganing; gymnastics; snow/water skiing; subject to all policy terms, conditions, exclusions; 4)for ALL participants, risk management recommendations include: protective equipment(helmet, elbow/knee pads) AND proper execution of attached waiver forms; 5)OPTION FOR ADDITIONAL MINIMUM EARNED PREMIUM: \$1,000,000 hired/nonowned automobile liability for \$850; 6)quotation expires November 20, 2004.

Sincerely,  
  
Patrick J. O'Connor

Insurance Division Member Independent Insurance Agents of America

30 South Meridian Street, Suite 600, Indianapolis, IN 46204 - 317.834.4400 - 800.800.CITY (2489) - fax: 317.972.7142  
P.O. Box 44992, Indianapolis, IN 46244-0992

**AMATEUR ATHLETIC  
WAIVER AND RELEASE OF LIABILITY  
READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in the \_\_\_\_\_  
athletic/sports program, related events and

(Name of Organization)

activities, I, \_\_\_\_\_, the undersigned acknowledge,

(Name of Participant)

appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS \_\_\_\_\_, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE

EMERGENCY PHONE #(s)

Date Signed: \_\_\_\_\_

**Roberts & Associates Insurance Services, Inc.**

2321 P Street, Sacramento, CA 95816

Phone (800) 749-2501/Fax (800) 472-7643

**Fax/Electronic Check Draft Authorization**

Deposit Due \$X

(Please make checks payable to Roberts & Associates)

**ATTACH CHECK HERE**

Applicants Statement of approval: I request Roberts & Associates Insurance Services to process a Fax/electronic Check using a copy of my check above.

Signature X

Date

\*\*\*\*Please do not write below this line. For Company Use Only\*\*\*\*

Name on Check

Address on

**Check**

City/State/Zip \_\_\_\_\_  
Phone on Check \_\_\_\_\_  
Fractional # \_\_\_\_\_  
Check # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Bank Address \_\_\_\_\_  
Bank City/State \_\_\_\_\_  
Routing # \_\_\_\_\_  
Bank Acct. # \_\_\_\_\_

## 11574 - American Alternative Insurance Corp

Member of **Muenchener Rueckversicherungs**

A.M. Best #: 11574 NAIC #: 19720

View a [list of group members](#) or [the group's rating](#)



### **Best's Rating**

**A+ (Superior)\***

### **Financial Size Category**

**XV (\$2 billion or more)**

*\*Ratings as of 10/18/2004 11:36:24 AM E.S.T.*

**Rating Category (Superior):** Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.

**Important Notice:** Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

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## 04740 - American Sentinel Insurance Company

Member of **Aegis Security Insurance Group**

A.M. Best #: 04740 NAIC #: 17965

View a [list of group members](#) or [the group's rating](#)



### Best's Rating

**A** (Excellent)\*

### Financial Size Category

VI (\$25 million to \$50 million)

\*Ratings as of 10/20/2004 02:52:36 PM E.S.T.

**Rating Category (Excellent):** Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

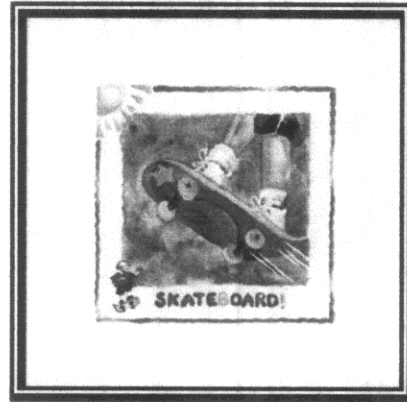
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filed 10-20-04  
Item I-1



## Ramp noise & maintenance

This addendum addresses these concerns.

**A Citizens Report**  
Author: **Dyric Ramirez**  
9068 Vista Creek Way  
Elk Grove, Ca 95758  
H(916) 684-6141



### Short term recommendation:

- Noise: Place softscape along fence closest to homes. Additional trees may also help. Unfortunately nothing will eliminate all noise caused by above ground equipment.
- Maintenance: Unfortunately there are no short term fixes to avoid maintenance costs and concerns.

### Long term recommendation:

Cement parks provide the quietest, safest, & most enjoyable surface. Additionally when long term maintenance & life cycle replacement is factored; cement is the least expensive skating surface.

### Liability:

Unfortunately changing the skate equipment to reduce noise may cause injury to skaters. Placing miscellaneous material under the hollow section of the equipment may be a fire hazard.

## Ramps vs. Cement

### Wheel traction in relation to skater safety:

- Wood and metal ramps provide less traction and are less safe.
- Cement parks provide maximum traction and safety.

### Surface noise:

- Wood ramps cause noise.
- Metal ramps cause the most noise.
- Cement parks have the quietest surface.

### Maintenance cost:

- Wood and metal ramps have very high maintenance costs.
- Cement has little to no maintenance costs.

### Life cycle:

- Wood has the shortest life cycle. Replacement required often.
- Metal has a short life cycle. Replacement less frequent.
- Cement has the longest life cycle. Replacement not required.

### Short term cost:

- Wood has a lower up front cost.
- Metal has a medium up front cost.
- Cement has a higher up front cost.

### Long term cost:

- Wood has the highest long term cost with replacement and maintenance.
- Metal has the next highest long term cost with replacement and maintenance.
- Cement has the least long term cost with no replacement and little to no maintenance.

#### Graffiti removal:

- Very hard to remove from wood without damaging wood surface.
- Very hard to remove from metal without degrading metal coating.
- Easiest to remove from cement using pressure washer; cold water only.

#### Condensation:

- Wood ramps are damaged by condensation. Takes a long time to dry.
- Metal ramps attract lots of condensation. Takes a long time to dry.
- Cement has little to no condensation. Water drains or dries fast.

#### Aesthetics:

- Ramps are very unattractive, very high profile, can be seen from long distance.
- Cement parks are attractive, very low profile, can not be seen from distance.

#### Skater Preferences:

- Wood and metal ramps are least preferred.
- Cement parks are highly preferred with maximum enjoyment.

#### Analogies to compare value:

- Above ground ramps are the same as above ground pools.
- In ground cement parks are the same as in ground aquatic centers.

